

MAXWELL+SPARK

# Global B2B General Terms and Conditions of Sale

For business-to-business sales of products and related services

**Important:** These Terms apply only to business customers and not to consumers. The applicable Regional Schedule forms part of these Terms.

## 1. Application, incorporation and priority

- 1.1 These Global B2B General Terms and Conditions of Sale (Terms) apply to every quotation, price list, proposal, order acknowledgement, sales order confirmation, invoice and supply of Products or Services by the Maxwell+Spark legal entity identified as seller in the applicable Commercial Document (Seller) to a business customer (Customer).
- 1.2 The Regional Schedule for the Seller identified in the Commercial Document forms part of these Terms. Customer may download and retain the Terms and Regional Schedules from the website address stated in the Commercial Document.
- 1.3 A separately negotiated agreement signed by authorised representatives of Seller and Customer (Signed Agreement) prevails over these Terms to the extent of a conflict. Otherwise, the order of priority is: (a) the Commercial Document, solely for product, quantity, price, payment term, delivery term, delivery location and expressly agreed specification; (b) the applicable Regional Schedule; and (c) these Terms.
- 1.4 SELLER EXPRESSLY REJECTS ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER, INCLUDING TERMS IN ANY PURCHASE ORDER, SUPPLIER PORTAL, ORDERING PLATFORM OR OTHER CUSTOMER DOCUMENT. SUCH TERMS DO NOT APPLY UNLESS EXPRESSLY ACCEPTED IN A WRITING SIGNED BY AN AUTHORISED REPRESENTATIVE OF SELLER. SELLER'S ACKNOWLEDGEMENT, PERFORMANCE, SHIPMENT OR ACCEPTANCE OF PAYMENT DOES NOT CONSTITUTE ACCEPTANCE OF CUSTOMER'S TERMS.
- 1.5 Customer accepts these Terms by signing or accepting a Commercial Document that references them, issuing an order in response to such Commercial Document, accepting delivery, or paying an invoice, subject always to mandatory law.

## 2. Definitions, contract formation and cancellation

- 2.1 Commercial Document means a quotation, proposal, issued price list, Sales Order Confirmation, order acknowledgement, invoice or other document issued by Seller that references these Terms. Products include goods, batteries, energy systems, components, chargers, accessories, embedded software and documentation supplied by Seller. Services include commissioning, training, support, engineering and other services supplied by Seller.
- 2.2 A quotation is an invitation to order unless it expressly states otherwise. Customer's order constitutes: (a) Customer's acceptance of these Terms; (b) a binding and irrevocable offer to purchase the Products and Services stated in the order; and (c) Customer's authorisation for Seller, at Seller's discretion, to begin engineering, procurement, material or production-capacity allocation, production or other preparatory work and to incur commitments in reliance on the order. Unless the Commercial Document states another period, Customer's offer remains irrevocable for ninety days after Seller receives it. Customer's obligations under this clause and clauses 2.4 and 2.5 arise when Seller receives the order and do not depend on Seller issuing a Sales Order Confirmation.

### Order changes and cancellation

- 2.3 Seller accepts Customer's order, and becomes bound to supply the Products or Services, only when Seller issues a Sales Order Confirmation. Before issuing a Sales Order Confirmation, Seller may reject the order, propose changes, require advance payment, a deposit or other credit support, or decline to supply without liability. Seller's acknowledgement of the order, internal processing, discussions, requests for information, receipt of a deposit or commencement of preparatory work do not by themselves constitute acceptance of the order or oblige Seller to supply.
- 2.4 Customer may not withdraw, change or cancel an order without Seller's written agreement, whether before or after Seller issues a Sales Order Confirmation. If Customer purports to withdraw, change or cancel an order, or if Seller agrees to do so, Customer shall pay for completed Products and Services, engineering, materials, work in progress,

allocated inventory or production capacity, non-cancellable supplier commitments, handling, storage and other reasonable costs incurred or committed in reliance on the order, together with a reasonable contribution to lost margin. Seller may apply any deposit against the amounts payable under this clause. Any remaining deposit balance is refundable only to the extent expressly agreed by Seller or required by applicable law.

- 2.5 If Customer fails for more than thirty days to provide a required deposit, specification, approval, instruction, site access or other dependency, Seller may revise the agreed order price and delivery schedule, suspend the order, charge reasonable storage and committed costs, or treat the affected order as cancelled by Customer and apply any deposit against the amounts payable under clause 2.4.

### 3. Prices, taxes and payment

- 3.1 Prices, currency and payment terms are as stated in the Commercial Document issued to Customer. Unless expressly included in the Commercial Document or allocated to Seller under the agreed Incoterm, prices exclude VAT, sales or use tax, duties, tariffs, freight, insurance, installation, commissioning, site work and similar charges. Taxes imposed on Seller's net income remain Seller's responsibility.
- 3.2 Customer shall pay invoices in full, without set-off, deduction, withholding or counterclaim, except where mandatory law requires otherwise. Customer shall notify Seller of a good-faith invoice dispute promptly and pay the undisputed amount when due.
- 3.3 Overdue amounts accrue interest at the rate stated in the Regional Schedule or, if lower, the maximum lawful rate. Customer shall pay reasonable collection costs. Seller may suspend performance, revoke credit, require advance payment or security, and withhold delivery while any amount is overdue or Seller reasonably considers Customer's credit impaired.
- 3.4 Seller may adjust a quoted price before acceptance for changes in scope, specification, quantity, exchange rate, law, tax, tariff, raw-material cost, freight or Customer-caused delay. After contract formation, a price adjustment requires the mechanism stated in the Commercial Document or Customer's agreement, except for taxes, tariffs or mandatory charges imposed after contract formation.

### 4. Delivery, delay, risk and title

- 4.1 Lead times stated in quotations are estimates and begin only after Seller has issued a Sales Order Confirmation and received Customer's order, any required deposit, complete technical specifications and all required Customer approvals. A quotation or statement by sales personnel does not create a firm delivery commitment. A delivery date or lead time becomes binding only if expressly confirmed in Seller's Sales Order Confirmation following operational review. Seller may make partial deliveries and invoice them separately. Seller is not liable for delay caused by Customer, a carrier or a Force Majeure Event.
- 4.2 The Incoterm(R) 2020 and named place stated in the Commercial Document determine delivery, costs and transfer of risk. If none is stated, delivery is FCA Seller's dispatch facility (Incoterms(R) 2020). Customer is responsible for unloading at destination unless the agreed Incoterm provides otherwise.
- 4.3 Title passes only when Seller has received full payment for the relevant Products, to the extent permitted by applicable law. Until then, Customer shall keep the Products identifiable, properly stored and insured, shall not create an interest over them, and shall permit Seller to recover them following non-payment, subject to mandatory law. The Regional Schedule may provide additional security rights.
- 4.4 If Customer fails to accept delivery, Seller may store the Products at Customer's risk and cost, treat delivery as completed for invoicing purposes, or terminate the affected order and recover its losses.
- 4.5 If demand exceeds available inventory, materials or production capacity, Seller may reasonably allocate available supply among customers and orders, taking account of accepted commitments, safety, operational feasibility and strategic customer requirements. Seller shall notify affected Customers promptly and use reasonable efforts to minimise disruption.

### 5. Specifications, application data and Customer responsibilities

- 5.1 Customer shall verify that the Products are suitable for its intended application and shall provide complete and accurate information, including equipment model, compartment dimensions, weight requirements, electrical interface, connector, charger, duty cycle, operating temperature, route, load, door-opening profile, site conditions and regulatory destination, as applicable.
- 5.2 Performance, runtime, energy saving, payback and similar estimates depend on Customer data and stated assumptions. They are not guarantees where actual conditions, use or data differ. Drawings, weights, dimensions, capacity and other specifications are subject to normal engineering tolerances.

- 5.3 Seller may make changes that do not materially reduce agreed functionality or safety. A change requested by Customer may affect price and delivery. Customer is responsible for site readiness, permits, compatible equipment and chargers, safe installation and operation, and compliance with Seller's manuals and instructions.
- 5.4 Unless the Commercial Document expressly includes integration or installation, Customer is responsible for installation, equipment integration, OEM or third-party approvals, final compatibility checks and commissioning. Seller is not responsible for Customer-supplied or third-party equipment, software, chargers, data or interfaces.
- 5.5 Customer shall not make any representation, warranty or commitment on Seller's behalf, or make any unauthorised statement concerning Product performance, runtime, warranty, safety, certification, OEM approval, delivery, service response or commercial compensation.
- 5.6 If Customer resells or supplies Products to another person, Customer shall provide that person with the applicable Maxwell+Spark warranty, safety and operating documentation and commercially reasonable terms concerning installation, authorised use, incident reporting and limitations of indirect and consequential loss. Customer remains responsible for its own resale commitments and customer relationship. Customer shall provide Seller with the identity and relevant installation details of the ultimate end user, to the extent known and legally permitted, where reasonably required for warranty registration, product safety, traceability or regulatory compliance.

## 6. Inspection and acceptance

- 6.1 Customer shall inspect Products promptly. Claims for visible shortage, incorrect shipment or transit damage must be notified in writing within five business days after delivery, with photographs and supporting records. Failure to notify constitutes acceptance of those visible matters, but does not waive a valid latent-defect warranty claim.
- 6.2 Services are accepted when completed unless Customer identifies a material non-conformity in writing within five business days. Seller shall have a reasonable opportunity to correct a substantiated non-conformity.

## 7. Limited warranty

- 7.1 Seller warrants that Products delivered under the applicable order will be new, free from liens and encumbrances, materially conform to the expressly agreed written specification, and be free from material defects in design, materials and workmanship, in each case under normal and authorised use and subject to the agreed application data.
- 7.2 The applicable warranty period and any product-specific capacity, performance or degradation conditions are stated in the Commercial Document or the Maxwell+Spark Limited Product Warranty in effect when the relevant order is issued. Warranty changes apply prospectively only and do not reduce the warranty applicable to an existing accepted order.
- 7.3 Customer's exclusive remedy, and Seller's entire obligation under the Maxwell+Spark Limited Product Warranty, is for Seller, at its option, to diagnose, repair or replace the affected Product or component, or credit or refund the price paid for it if repair or replacement is not commercially reasonable. Repaired or replaced items are covered for the remainder of the original warranty period or ninety days, whichever is longer.
- 7.4 The warranty excludes normal degradation and wear; consumables; cosmetic issues; misuse, abuse, accident, impact, water ingress or improper storage; operation outside specifications; unsuitable charger or power supply; incorrect installation or integration; unauthorised modification, repair or opening; failure to install updates or follow instructions; inaccurate Customer data; third-party equipment or software; and damage occurring after risk passes that is not caused by a covered defect.
- 7.5 Customer must stop unsafe use, notify Seller promptly, provide serial number, logs, telemetry and reasonable diagnostic access, preserve evidence, and follow Seller's return-material authorisation process. Seller may charge reasonable inspection, travel, freight and labour costs where no covered defect is found or access is not provided.
- 7.6 Except for the express warranty above and any non-excludable warranty, Seller disclaims all other express, implied or statutory warranties to the maximum extent permitted by law. The USA Regional Schedule contains additional conspicuous warranty language.

## 8. Software, connectivity, telemetry and data

- 8.1 Embedded and hosted software is licensed, not sold, on a non-exclusive, non-transferable basis solely for authorised use with the Products. Seller and its licensors retain all software and intellectual-property rights. Customer shall not copy, reverse engineer, circumvent security, create derivative works or permit unauthorised access except where mandatory law expressly permits.
- 8.2 Connected features depend on power, networks, coverage and third-party services and may be interrupted. Seller may deploy security, safety and maintenance updates. Customer shall maintain appropriate network and access security and promptly install or permit critical updates.

- 8.3** Seller may collect and use operational, diagnostic, performance and telemetry data to supply and support the Products, improve safety and performance, administer warranties and develop products. Seller may use aggregated or de-identified data for legitimate business purposes. Personal data will be handled under applicable privacy law and Seller's privacy notice.

## 9. Intellectual property and confidentiality

- 9.1** Seller retains all intellectual-property rights in Products, designs, drawings, specifications, tooling, firmware, software, documentation, processes and know-how. No right is granted except the limited right to use delivered Products for their intended purpose.
- 9.2** Each party shall protect the other party's non-public commercial and technical information with reasonable care and use it only for the contract. This obligation does not apply to information lawfully known without restriction, independently developed, publicly available without breach, or required to be disclosed by law.

## 10. Compliance, safety and recall cooperation

- 10.1** Each party shall comply with laws applicable to its performance, including anti-bribery, trade controls, sanctions, hazardous-goods transport and workplace safety. Customer shall not export, re-export or use Products in breach of applicable trade restrictions.
- 10.2** Product markings or certifications apply only to the stated configuration and territory. Customer shall not deploy Products in another territory, alter safety systems or represent an approval beyond its scope without Seller's written confirmation.
- 10.3** Customer shall immediately report any fire, thermal event, injury, property damage, safety-related failure or regulatory inquiry; stop use when reasonably instructed; preserve Products, logs and evidence; and cooperate with investigation, corrective action or recall. Seller controls technical findings and regulatory communications concerning its Products, subject to mandatory law.

## 11. Indemnity

- 11.1** Customer shall defend, indemnify and hold Seller and its affiliates harmless from third-party claims, losses and reasonable costs to the extent caused by Customer's or its customer's misuse; unsafe installation by Customer or any person acting on Customer's behalf; unauthorised modification; breach of law; inaccurate application data; combination with third-party equipment; unauthorised promises or representations described in clause 5.5; failure to provide the information described in clause 5.6; or breach of these Terms, except to the extent caused by Seller's negligence, wilful misconduct or a covered Product defect.

## 12. Limitation of liability

- 12.1** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSS, OR FOR LOSS OF PROFIT, REVENUE, PRODUCTION, USE, CONTRACT, GOODWILL, DATA OR BUSINESS OPPORTUNITY. SELLER IS NOT LIABLE FOR CUSTOMER OR THIRD-PARTY DOWNTIME, SUBSTITUTE POWER OR EQUIPMENT, REFRIGERATED-CARGO OR PRODUCT SPOILAGE, OR CUSTOMER'S OBLIGATIONS TO ITS CUSTOMER, EXCEPT TO THE EXTENT EXPRESSLY ACCEPTED IN A SIGNED AGREEMENT.
- 12.2** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID OR PAYABLE FOR THE AFFECTED PRODUCT OR SERVICE OR, WHERE THE CLAIM RELATES TO THE ORDER AS A WHOLE, THE PURCHASE PRICE OF THE AFFECTED ORDER.
- 12.3** The exclusions and cap do not apply to fraud or wilful misconduct, death or personal injury caused by negligence where liability cannot lawfully be limited, or any liability that mandatory law prohibits the parties from excluding or limiting. Each limitation is independent and applies even if a remedy fails of its essential purpose, subject to the Regional Schedule.

## 13. Force majeure

- 13.1** Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, terrorism, civil unrest, labour disruption, cyber incident, utility or network failure, government action, sanctions, shortage of materials or transport, carrier disruption or supplier failure caused by such event (Force Majeure Event). Payment obligations for amounts already due are not excused.

- 13.2** The affected party shall notify the other and use reasonable efforts to mitigate. Delivery times are extended for the delay and reasonable recovery period. Seller may allocate constrained supply fairly. Either party may terminate the affected unperformed order if the event continues for more than ninety days, without liability other than payment for work performed and non-cancellable commitments.

## **14. Suspension and termination**

- 14.1** Seller may suspend or terminate an affected order on written notice if Customer materially breaches and fails to cure within ten business days, fails to pay when due, becomes insolvent, creates a safety or sanctions risk, or repudiates the contract. Seller may act immediately where delay would expose persons, property or Seller to material risk.
- 14.2** Termination does not affect accrued rights. Customer shall pay for delivered Products, completed work, work in progress and non-cancellable commitments. Clauses intended by their nature to survive do so, including payment, confidentiality, intellectual property, warranty limitations, liability, indemnity and dispute provisions.

## **15. General**

- 15.1** The parties are independent contractors. Nothing creates an agency, partnership, joint venture, franchise or fiduciary relationship. Customer has no authority to bind Seller, incur liability on Seller's behalf or hold itself out as Seller's agent.
- 15.2** Customer may not assign the contract without Seller's written consent. Seller may assign to an affiliate or in connection with financing, reorganisation or sale of business and may use subcontractors while remaining responsible for its contractual obligations.
- 15.3** Seller may arrange manufacture, assembly, shipment, invoicing or performance through another Maxwell+Spark group company. This does not reduce the contracting Seller's obligations or change Customer's payment obligations unless Customer is notified in writing of a valid change in payee or contracting entity.
- 15.4** Notices must be in writing and sent to the addresses in the relevant Commercial Document or Signed Agreement. Operational emails are sufficient for routine order notices; notices of material breach or termination must also be sent by traceable delivery or to an expressly designated legal-notice email.
- 15.5** Failure to enforce a right is not a waiver. If a provision is unenforceable, it shall be modified to the minimum extent necessary and the remainder continues. No third party has rights under the contract unless mandatory law provides otherwise.
- 15.6** The contract may be formed and signed electronically and in counterparts. English controls unless a Regional Schedule or mandatory law states otherwise. Headings are for convenience and "including" means "including without limitation."
- 15.7** Seller may update these Terms prospectively by posting a new dated version. The version referenced in or available when the relevant quotation or order is issued applies to that order; a later version does not retroactively amend an existing contract.

## **16. Standard commercial-document reference**

- 16.1** Recommended wording: "This document and any resulting sale are subject to Maxwell+Spark's Global B2B General Terms and Conditions of Sale and the applicable Regional Schedule, available at [TERMS URL]. Any separately signed agreement between the parties prevails to the extent of conflict. All additional or conflicting customer terms are expressly rejected unless accepted in writing by an authorised Maxwell+Spark representative."

MAXWELL+SPARK BV

# EU Regional Schedule

Supplement to the Global B2B General Terms and Conditions of Sale

**Applies when:** the Seller identified in the Commercial Document is Maxwell and Spark B.V. or another Maxwell+Spark entity established in the European Economic Area that expressly adopts this Schedule.

## 1. Seller and territorial scope

- 1.1 For sales by Maxwell and Spark B.V., Seller's address is Schuttevaerweg 21, 3044 BA Rotterdam, the Netherlands. The Commercial Document identifies the contracting Seller and prevails if another adopting EEA Seller is named.
- 1.2 This Schedule applies only to business customers. Mandatory protections that apply to a Customer or transaction remain unaffected.

## 2. Payment and late payment

- 2.1 Unless the Commercial Document states otherwise, payment is due thirty days from the invoice date. Overdue commercial payments accrue the higher of the rate stated in the Commercial Document and the statutory commercial interest rate applicable under Dutch law, together with statutory recovery compensation and reasonable recovery costs, but never more than permitted by mandatory law.
- 2.2 Unless the Commercial Document states another Incoterm® 2020 and named place, delivery is DAP Customer's ship-to address stated in the Commercial Document (Incoterms® 2020). The Incoterm and named place expressly stated in the Commercial Document always prevail.

## 3. Retention of title

- 3.1 In addition to clause 4.3 of the Global Terms, Seller retains title to all Products supplied to Customer until all claims arising from the relevant supply relationship, including interest and costs, have been paid, to the maximum extent permitted by the law governing the location of the Products. Customer shall promptly disclose their location and cooperate with reasonable steps required to preserve Seller's rights.

## 4. Product liability and mandatory rights

- 4.1 Nothing in the Global Terms excludes or limits liability that cannot be excluded under applicable product-safety, product-liability or other mandatory law. The contractual warranty and liability allocation governs only to the extent legally permitted and does not restrict the rights of an injured natural person under mandatory product-liability law.

## 5. Personal data

- 5.1 Each party acts as an independent controller for business-contact data it processes for contract administration unless the parties agree otherwise. If Seller processes personal data on Customer's behalf, the parties shall enter into any data-processing agreement required by the General Data Protection Regulation. Customer shall provide lawful notices and instructions for telemetry or user data it makes available to Seller.

## 6. Governing law and courts

- 6.1 The contract and non-contractual obligations arising from it are governed by Dutch law, excluding its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 6.2 The courts of Rotterdam, the Netherlands, have exclusive jurisdiction, except that Seller may seek urgent, protective or debt-recovery relief in any court with jurisdiction over Customer or its assets.

## 7. Priority

- 7.1 This Schedule forms part of the Global Terms and prevails over them in case of conflict. A Signed Agreement prevails as stated in clause 1.3 of the Global Terms.

## MAXWELL+SPARK SOUTH AFRICA

# South Africa Regional Schedule

## Supplement to the Global B2B General Terms and Conditions of Sale

Applies when: the Seller identified in the Commercial Document is Maxwell and Spark South Africa (Pty) Ltd (registration number 2024/253528/07).

### 1. Seller and scope

- 1.1 Seller is Maxwell and Spark South Africa (Pty) Ltd (registration number 2024/253528/07), as further identified in the Commercial Document. This Schedule applies to its business sales within South Africa and export sales to customers in other African countries, unless the Commercial Document expressly adopts another Regional Schedule or governing framework.
- 1.2 Nothing in the Global Terms excludes any right or remedy that cannot lawfully be excluded. Where the Consumer Protection Act 68 of 2008 (CPA) applies, the Global Terms and this Schedule must be read subject to the CPA.

### 2. Consumer Protection Act notices

- 2.1 CLAUSES 5 (CUSTOMER RESPONSIBILITIES), 7 (WARRANTY EXCLUSIONS), 10 (SAFETY), 11 (INDEMNITY) AND 12 (LIMITATION OF LIABILITY) OF THE GLOBAL TERMS LIMIT SELLER'S RISK OR LIABILITY, PLACE RISK OR RESPONSIBILITY ON CUSTOMER, OR REQUIRE CUSTOMER TO INDEMNIFY SELLER. CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THOSE CLAUSES. CUSTOMER SHOULD READ THEM BEFORE ORDERING OR USING THE PRODUCTS.
- 2.2 If the CPA applies, no term is intended to waive or deprive Customer of a statutory right, avoid a statutory obligation, exclude strict product liability where prohibited, or impose an unfair, unreasonable or unjust term. Any conflicting provision is limited to the maximum extent legally permitted.

### 3. Warranty and returns

- 3.1 The limited warranty in the Global Terms applies in addition to any non-excludable statutory warranty. Where the CPA applies, statutory remedies and periods prevail to the extent they provide rights that cannot be varied. Customer shall still follow reasonable safety, notification, evidence-preservation and return-authorisation procedures, provided these do not unlawfully restrict a statutory remedy.

### 4. Payment

- 4.1 Unless the Commercial Document states otherwise, payment is due thirty days after the end of the calendar month in which the relevant invoice is issued. Overdue amounts accrue interest at the rate stated in the Commercial Document or, if none, the prime lending rate publicly quoted by Seller's principal South African bank plus two percentage points, subject to the maximum permitted by the National Credit Act 34 of 2005 or other applicable law. Nothing in these Terms is intended to create a regulated credit agreement where the parties have not expressly agreed one.
- 4.2 Unless the Commercial Document states another Incoterm® 2020 and named place, delivery is EXW Seller's South African dispatch facility identified in Seller's pickup instructions (Incoterms® 2020), including for export sales to other African countries. Customer is responsible for collection, loading, freight, insurance, export and import formalities, duties and all related costs and risks from the agreed delivery point. Any freight, export, delivery or logistics support provided by Seller does not change the agreed Incoterm unless expressly stated in the Commercial Document. The Incoterm and named place expressly stated in the Commercial Document always prevail.

### 5. Retention of ownership

- 5.1 Ownership of the Products remains with Seller until Seller has received full payment of all amounts due for those Products, including interest and recovery costs, notwithstanding delivery or transfer of risk. Until then, Customer shall keep the Products identifiable, properly stored, safeguarded and insured and may not pledge, encumber or dispose of them outside the ordinary course. Subject to applicable law and due process, Seller may recover unpaid Products following cancellation for material non-payment.

## 6. Personal information

- 6.1 Each party acts as a responsible party for business-contact personal information it processes for contract administration unless the parties agree otherwise. If Seller processes personal information for Customer as an operator, the parties shall enter into any written operator agreement required by the Protection of Personal Information Act 4 of 2013 (POPIA). Customer shall ensure that it is lawfully entitled to provide Seller with any telemetry, user or other personal information and shall provide all required notices and obtain all required authorisations or consents.

## 7. Governing law and courts

- 7.1 The contract and any non-contractual obligations arising from it are governed by the laws of the Republic of South Africa, excluding conflict-of-laws rules.
- 7.2 The courts with jurisdiction at Seller's registered office in South Africa have exclusive jurisdiction, except that Seller may seek urgent, protective, repossession or debt-recovery relief in any court with jurisdiction over Customer or its assets. If the CPA grants Customer a non-waivable right to another forum, that right is unaffected.

## 8. Priority

- 8.1 This Schedule forms part of the Global Terms and prevails over them in case of conflict. A Signed Agreement prevails as stated in clause 1.3 of the Global Terms, but cannot override mandatory law.

MAXWELL+SPARK USA INC

# USA Regional Schedule

Supplement to the Global B2B General Terms and Conditions of Sale

**Applies when:** the Seller identified in the Commercial Document is Maxwell and Spark USA Inc. or another Maxwell+Spark US entity that expressly adopts this Schedule.

## 1. Scope and battle of forms

- 1.1 This Schedule applies to commercial transactions only. Customer confirms it is acquiring Products and Services primarily for business use and not for personal, family or household use.
- 1.2 SELLER'S ACCEPTANCE OF ANY CUSTOMER ORDER IS EXPRESSLY CONDITIONED ON CUSTOMER'S ASSENT TO THE GLOBAL TERMS AND THIS SCHEDULE. SELLER OBJECTS TO AND REJECTS ALL ADDITIONAL OR DIFFERENT CUSTOMER TERMS. IF A CONTRACT IS FORMED BY CONDUCT, THE CONTRACT CONSISTS ONLY OF TERMS ON WHICH THE PARTIES' WRITINGS AGREE, THE APPLICABLE SUPPLEMENTARY RULES OF LAW, AND THE GLOBAL TERMS AND THIS SCHEDULE TO THE MAXIMUM EXTENT ENFORCEABLE.

## 2. Payment and delivery defaults

- 2.1 Unless the Commercial Document states otherwise, payment is due ten days from the invoice date.
- 2.2 Unless the Commercial Document states another Incoterm® 2020 and named place, delivery is EXW Seller's Dallas, Texas facility identified in Seller's pickup instructions (Incoterms® 2020). Customer is responsible for collection, loading, freight, insurance and all related costs and risks from the agreed delivery point. Any delivery, freight or logistics support provided by Seller does not change the agreed Incoterm unless expressly stated in the Commercial Document. The Incoterm and named place expressly stated in the Commercial Document always prevail.
- 2.3 Customer shall provide any valid resale or tax-exemption certificate before Seller issues the relevant invoice. If Customer does not provide a valid certificate in time, Seller may charge applicable sales or use tax. Customer remains responsible for tax, interest or penalties arising from an invalid, expired or inaccurate certificate supplied by Customer.

## 3. Warranty disclaimer

- 3.1 EXCEPT FOR THE LIMITED EXPRESS WARRANTY IN THE GLOBAL TERMS OR AN APPLICABLE SIGNED WARRANTY STATEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
- 3.2 Customer acknowledges that it has selected the Products based on its own evaluation and the agreed written specification. No oral statement, estimate, demonstration, sample or description creates a warranty unless expressly included in a Signed Agreement or in a Commercial Document issued or expressly approved in writing by an authorised Seller representative.

## 4. Exclusive remedy and limitation

- 4.1 THE LIMITED REMEDIES IN CLAUSE 7 OF THE GLOBAL TERMS ARE EXCLUSIVE. THE DAMAGE EXCLUSIONS AND LIABILITY CAP IN CLAUSE 12 APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMMERCIAL LOSS, INCLUDING DOWNTIME, LOST PROFIT AND SPOILAGE, IS EXCLUDED.

## 5. Security interest

- 5.1 To secure all payment and performance obligations, Customer grants Seller a purchase-money security interest in the Products and identifiable proceeds until paid in full. Customer authorises Seller to file financing statements and shall provide information and execute documents reasonably required to perfect or continue that interest. This clause supplements and does not replace Seller's other rights.

## **6. Compliance and destination**

- 6.1** Customer is responsible for permits and legal operation at the destination. A statement that a Product is UL listed, recognised or otherwise certified applies only to the identified model and configuration. Customer shall not remove labels, alter certified configurations or represent third-party approval beyond its documented scope.

## **7. Governing law, venue and jury waiver**

- 7.1** The contract and any dispute arising from it are governed by the laws of the State of Texas, without regard to conflict-of-laws principles. The CISG is excluded. The Uniform Commercial Code as enacted in Texas applies where relevant.
- 7.2** The state courts located in Dallas County, Texas, and the United States District Court for the Northern District of Texas have exclusive jurisdiction, and each party consents to personal jurisdiction and venue in those courts. Seller may seek urgent, protective, repossession or debt-recovery relief in any court having jurisdiction over Customer or its assets.
- 7.3** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATING TO THE CONTRACT.

## **8. Priority**

- 8.1** This Schedule forms part of the Global Terms and prevails over them in case of conflict. A Signed Agreement prevails as stated in clause 1.3 of the Global Terms.